

SM No. CMP702864015

# PROPOSAL AND CONTRACT DOCUMENTS

# FOR THE CONSTRUCTION OF (EXEMPT)

18

Widening & Overlaying approximately 8.4 miles of MS. Hwy. 28 from east of the intersection of MS. Hwy. 13 to Magee, known as Maintenance Project No. MP-7028-64(015) / 302811, in the County of Simpson, State of Mississippi.

Project Completion: 40 Time Units

# **NOTICE**

BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID ON THIS PROJECT.

Electronic addendum updates will be posted on www.goMDOT.com

# **SECTION 900**

OF THE CURRENT
(2004) STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

# BIDDER CHECK LIST (FOR INFORMATION ONLY)

 Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
 If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.
 First sheet of SECTION 905PROPOSAL has been completed.
 Second sheet of SECTION 905PROPOSAL has been completed and signed.
 Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.
 DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
 Form OCR-485, when required by contract, has been completed and signed.
 The last sheet of the bid sheets of SECTION 905PROPOSAL has been signed.
 Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
 Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .
 Subcontract Certificate, when included in contract, has been completed and <u>signed</u> .
 The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
 A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.
Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. <u>DO NOT</u> remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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Trench Widening/Paving Through Driveway Ramps - # 351

907-107-1: Liability Insurance

Placement of Temporary Stripe, W/Supplement 907-618-1:

Synthetic Structural Fiber Reinforcement 907-711-2: MDOT On-the-Job Training Program 906-3:

MDOT On-the-Job Training Program - Alternate Program 906-4:

SECTION 905 – PROPOSAL,

PROPOSAL SHEET NOS. 2-1 THRU 2-3,

COMBINATION BID PROPOSAL,

STATE BOARD OF CONTRACTORS REQUIREMENTS,

NON-COLLUSION CERTIFICATE,

SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,

PROGRESS SCHEDULE,

HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)

### **SECTION 901 - ADVERTISEMENT**

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, January 25, 2005; thereafter, bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, January 25, 2005, and shortly thereafter publicly opened for:

Widening and Overlaying approximately 8.4 miles of Mississippi Highway 28 from east of the interstection of Mississippi Highway 13 to just west of US Highway 49 in Magee, known as Maintenance Project No. MP-7028-64(015)/302811, in the County of Simpson, State of Mississippi.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

The specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposal are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at www.gomdot.com.

Bid bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

LARRY L. "BUTCH" BROWN EXECUTIVE DIRECTOR

(SPWOP)

CODE: (IS)

**SECTION 904 - NOTICE TO BIDDERS NO. 1** 

**DATE:** 05/03/2004

**SUBJECT:** Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

CODE: (SP)

# **SECTION 904 - NOTICE TO BIDDERS NO. 3**

**DATE:** 05/03/2004

**SUBJECT:** Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 7 CODE: (IS)

**DATE:** 05/03/2004

**SUBJECT:** On-The-Job Training Program

Payment for training hours will be handled as outlined in Special Provision 906-4. A pay item for trainees will not be included in individual construction projects. Payment for training individuals will be processed in accordance with the conditions in MDOT's ON-THE-JOB TRAINING PROGRAM (Special Provision 906-4).

On Federal-Aid projects, failure on the part of the Contractor to carryout the terms of the Alternate Training Special Provision (Special Provision 906-4) will be considered grounds to preclude the Contractor from participating in the Alternate On-The-Job Training Program. In the event the Department is required to preclude the Contractor from participating in the program, the Contractor will be required to adhere to the requirements of the Training Special Provision (Special Provision 906-3), for which purpose the special provision is also made a part of this proposal.

# SECTION 904 – NOTICE TO BIDDERS NO. 11

CODE: (SP)

**DATE:** 05/30/2004

**SUBJECT:** Standard Drawings

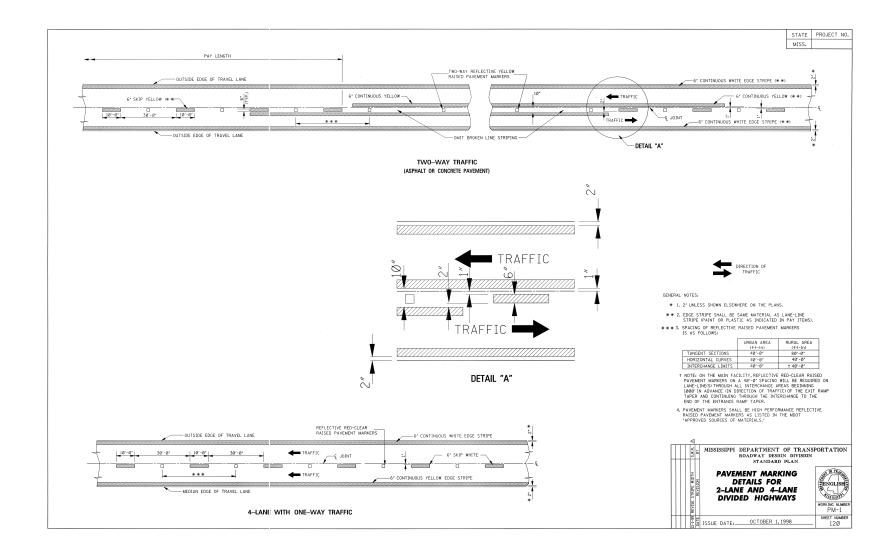
Standard Drawings attached hereto shall govern appropriate items of required work.

Larger copies of Standard Drawings may be purchased from:

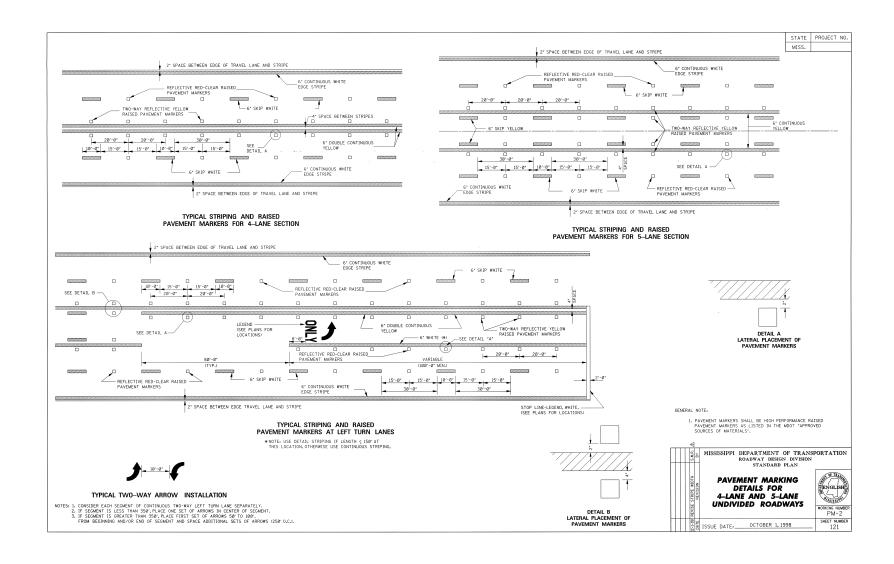
MDOT Plans Print Shop MDOT Administration Building 401 North West Street, Room 1100 P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

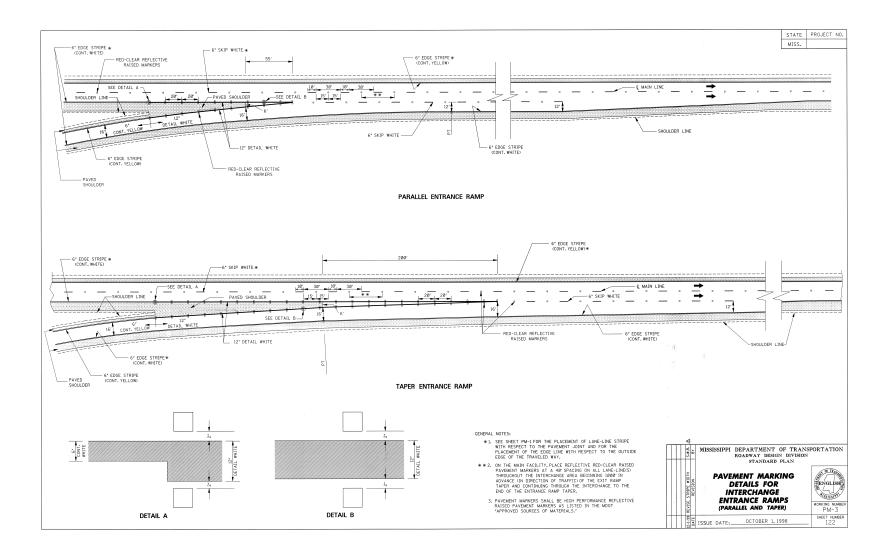
Telephone: (601) 359-7460 or FAX: (601) 359-7461

or e-mail: plans@mdot.state.ms.us



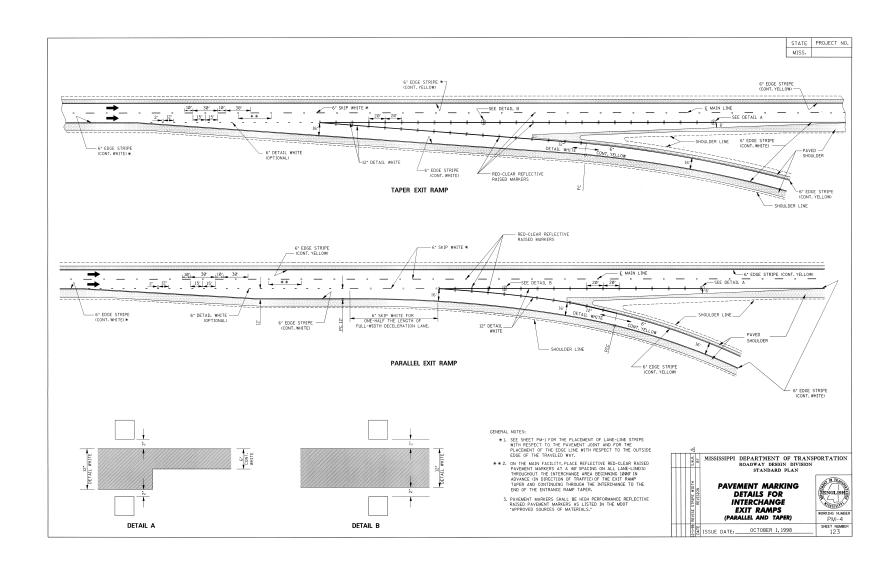
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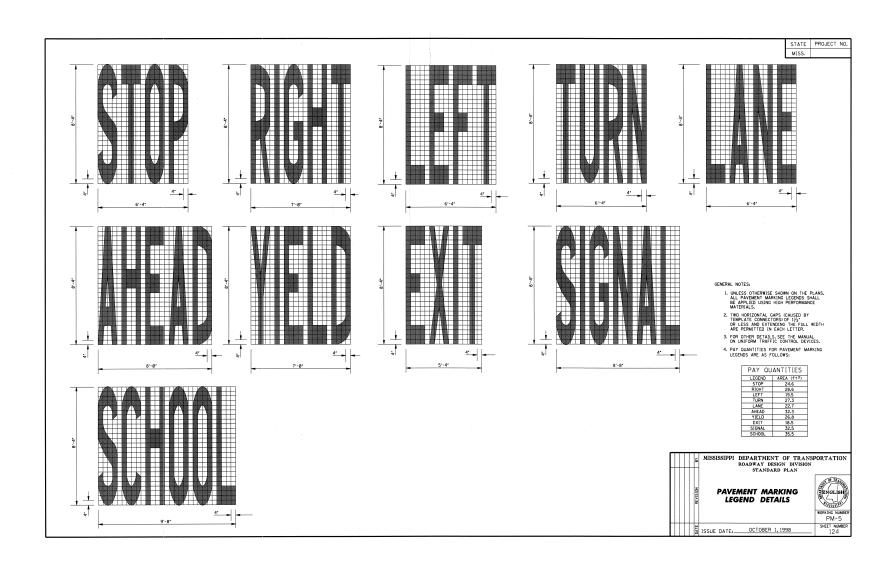


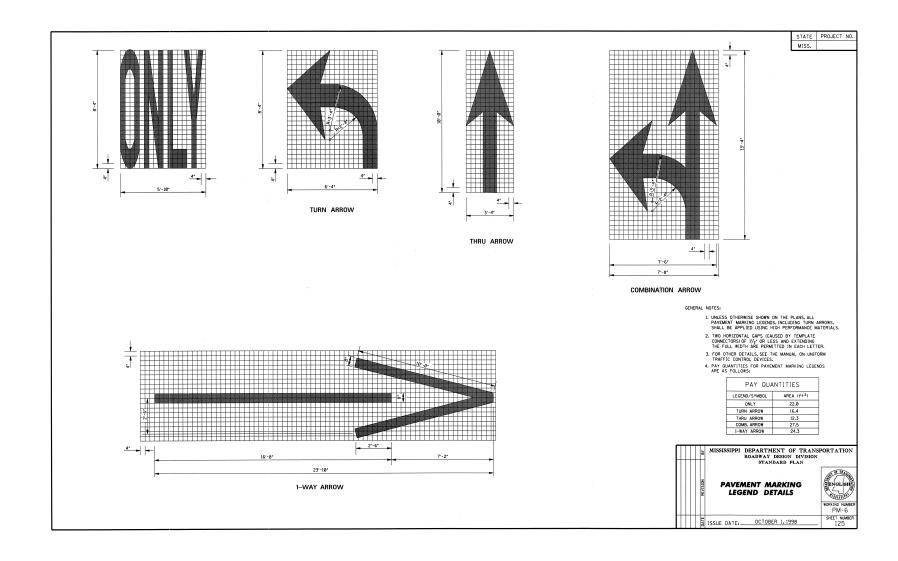
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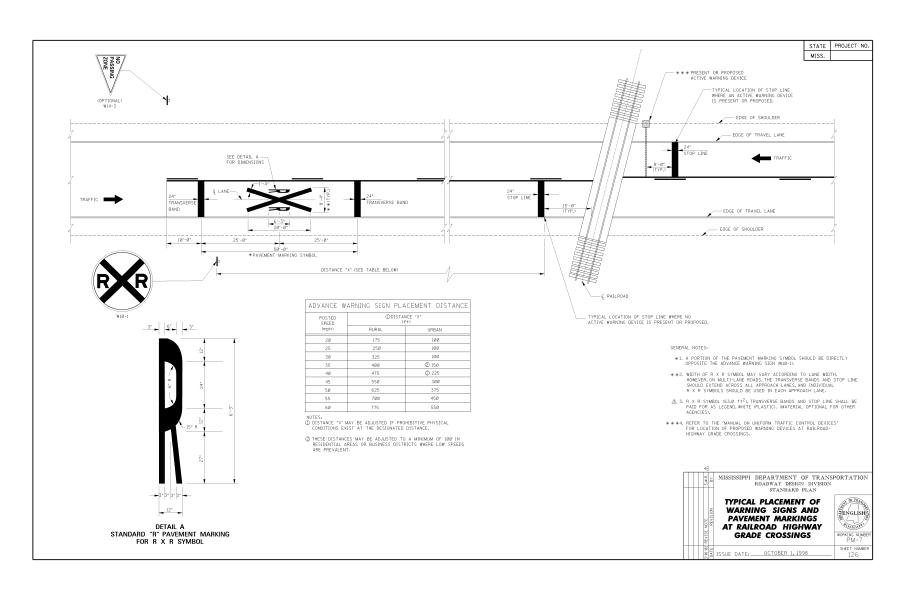


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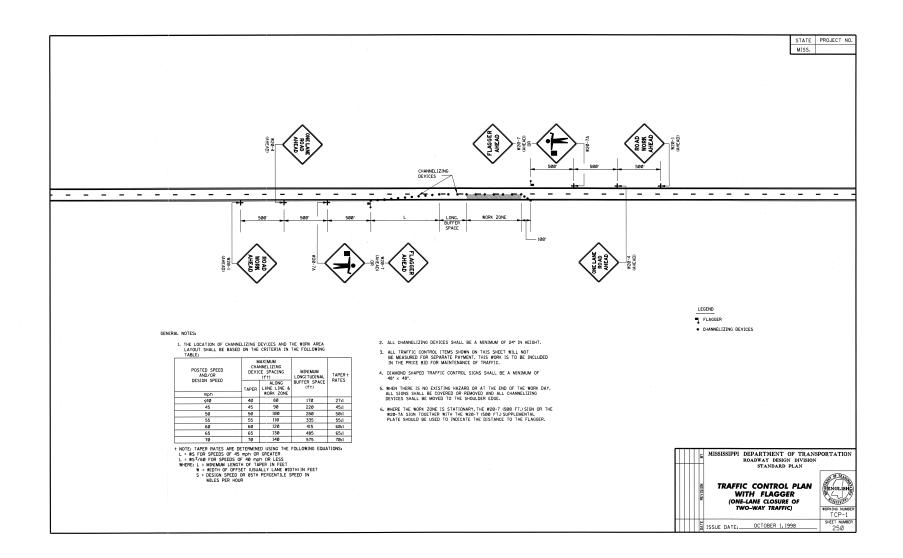


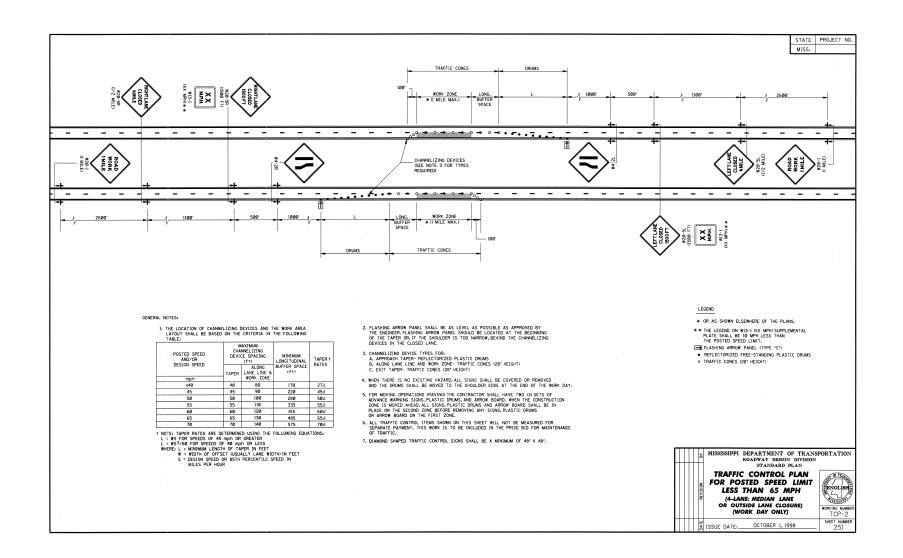


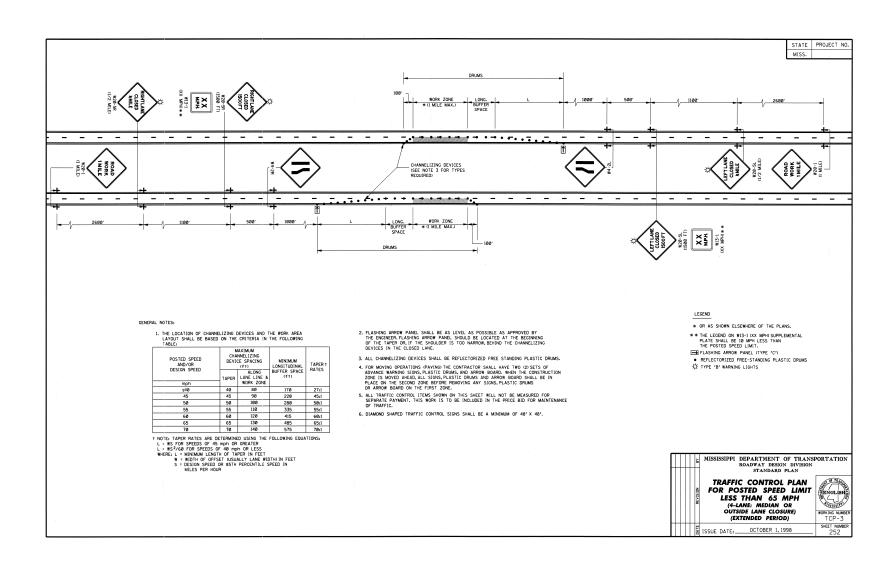
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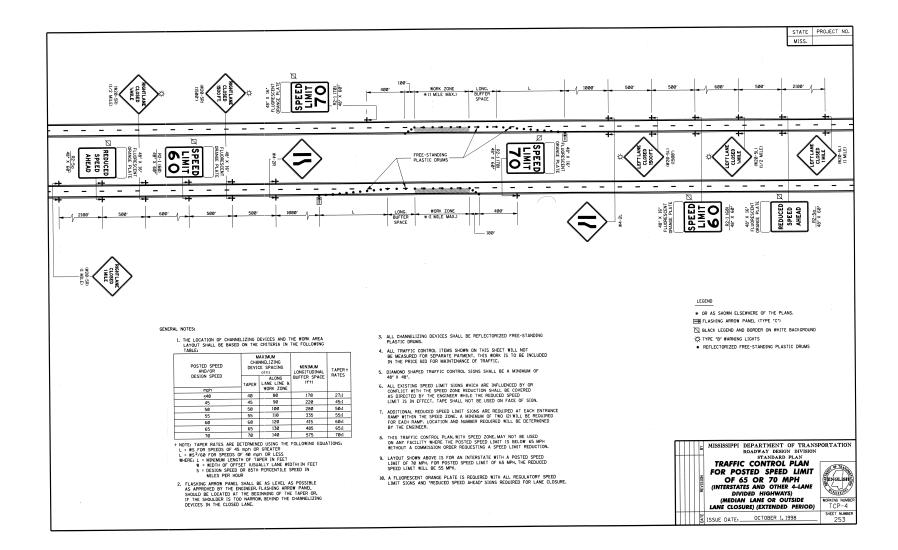
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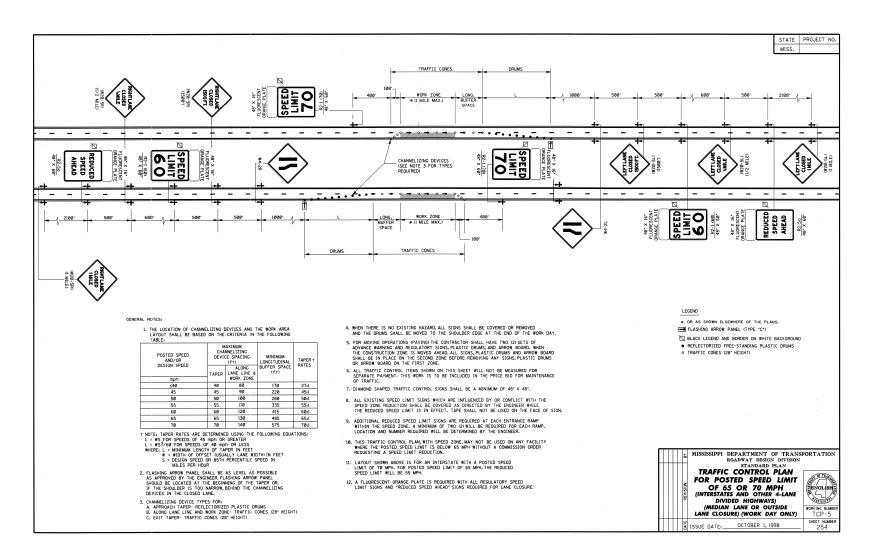




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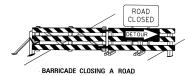
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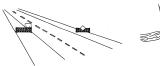


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STATE PROJECT NO MISS.

#### STANDARD BARRICADES

- A TYPE I BARRICADE CONSISTS OF ONE (I) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT 'A' FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR UBBAN STREETS AND ARTERIALS.
- A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT 'A' FRAME, TYPE II BARRICADES
  ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
- 3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SALL AS, FOR EXAMPLE ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADMAY, OR FOR TEMPORARY DAYTIME USE.
- A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
- TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
- THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
- DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL. THAT WILL BLOCK VIEW OR RAIL FACE.
- 8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

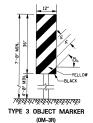


- A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
- 2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
- CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OF MORE LARCS ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2"-0" BEINIO THE LARC TRANSITION STRIPE.

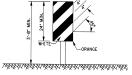
### BARRICADE CHARACTERISTICS

	I	I	ш
WIDTH OF RAIL * *	8" MIN 12" MAX.	8" MIN 12" MAX.	8" MIN 12" MAX.
LENGTH OF RAIL**	24" MIN.	24° MIN.	48° MIN.
WIDTH OF STRIPE *	6,	6*	6*
HEIGHT	36' MIN.	36° M[N.	60° MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT 'A' FRAME	POST OR SKID

- \* 1. FOR RAILS LESS THAN 36' LONG, 4' WIDE STRIPES MAY BE USED.
- \*\* 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 In OF REFLECTIVE AREA FACING TRAFFIC.



- 2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.



#### VERTICAL PANEL

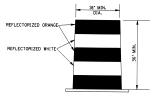
- VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8' TO 12' IN WIDTH AND A MINIMUM OF 24' IN HEIGHT.
- 2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36' ABOVE THE ROADWAY ON A SINGLE LICHTMASS POST.
- 3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 In 20F RETROREFLECTIVE AREA FACING TRAFFIC.
- FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

#### GENERAL NOTES:

- MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
- THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

#### WING BARRICADES

- WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SMOULDER ON ONE OR BOTH SIDES OF THE PAYEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED RODAYS, WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE MARNING SIGNS OR FLASHERS.
- WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



#### PLASTIC DRUM STRIPING DETAIL

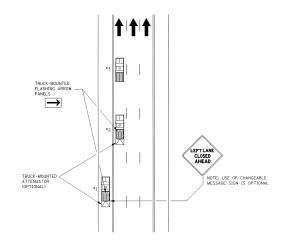
- PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR OR REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES IZ GRANGE & WITHES WIDE.
- 2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
- 3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0' FROM THE EDGE OF TRAVELED LANE.







THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



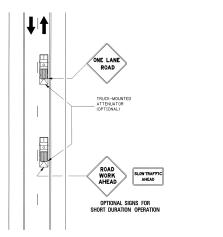
MOBILE OPERATIONS ON MULTILANE ROAD A

## MOBILE OPERATIONS ON MULTILANE ROAD

#### NOTES:

- VEHICLES USED FOR THESE OPERATIONS SHOULD BE MADE HIGHLY VISIBLE WITH APPROPRIATE EQUIPMENT, SUCH AS FLASHING LIGHTS, ROTATING BEACONS, FLAGS, SIGNS, OR ARROW PANELS.
- PROTECTION VEHICLE \*I SHOULD BE EQUIPPED WITH AN ARROW PANEL.
   AN APPROPRIATE LANG CLOSURE SIGN SHOULD BE PLACED ON PROTECTION
   VEHICLE \*I SO AS NOT TO OBSCURE THE ARROW PANEL.
- PROTECTION VEHICLE \*2 SHOULD BE EQUIPPED WITH AN ARROW PANEL AND TRUCK-MOUNTED ATTENUATOR (TMA).
- PROTECTION VEHICLE "I SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
- 5. WHEN ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, PROTECTION VEHICLE "I SHOULD BE ELIMINATED.
- ON HIGH-SPEED ROADWAYS, A THIRD PROTECTION VEHICLE SHOULD BE USED (i.e., VEHICLE \*1 ON THE SHOULDER (IF PRACTICAL), VEHICLE \*2 IN THE CLOSED LANE, AND VEHICLE \*3 IN THE CLOSED LANE).
- ARROW PANELS SHALL BE AS A MINIMUM TYPE B, 60° X 30° IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCO.
- B. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

#### MOBILE OPERATIONS ON TWO-LANE ROAD



STATE PROJECT NO.

MISS.

#### MOBILE OPERATIONS ON TWO-LANE ROAD

- NOTES:

  I. WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES

  SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN

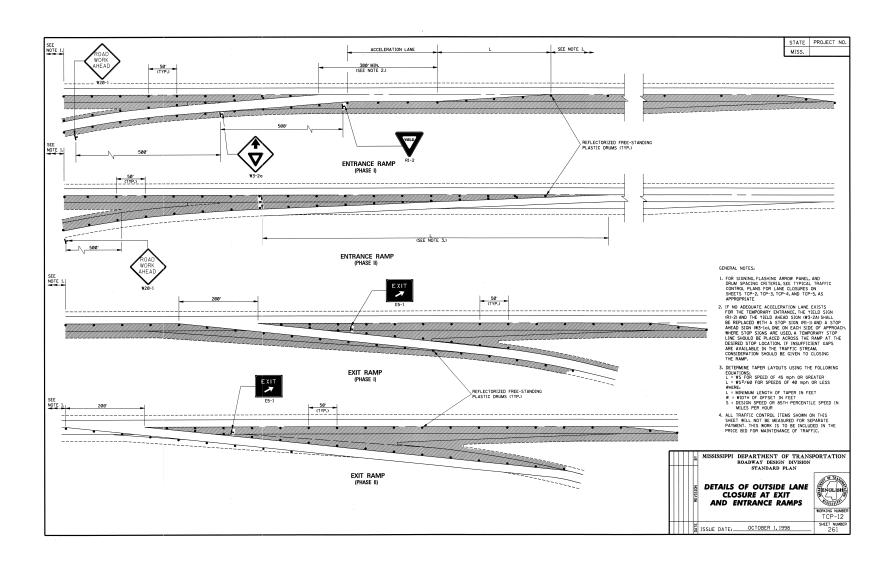
  NOT BE DONE PREQUENTLY, AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE

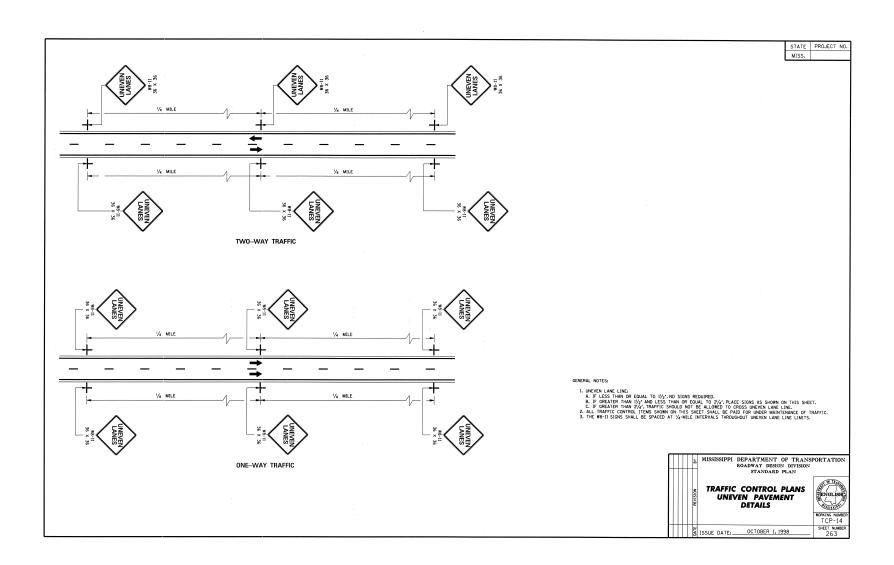
  PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
- 2. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS, PROTECTION VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AREAD, WREEVER ADOLDATE STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MAINTAIN THE MINIMUM DISTANCE AND PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE PROTECTION WENTLES SHOULD SON DOWN IN ADVANCE OF VEHICLES OF HORIZON DOWN IN ADVANCE.
- 3. ADDITIONAL PROTECTION VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
- A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE PROTECTION VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
- 5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE PROTECTION VEHICLES SHALL BE COUIPPED WITH TWO HIGH-INTENSITY FLASHING LIGHTS MOUNTED ON THE REAR, ADJACENT TO THE SION. PROTECTION AND WORK VEHICLES SHOULD DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
- 6. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. HIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.



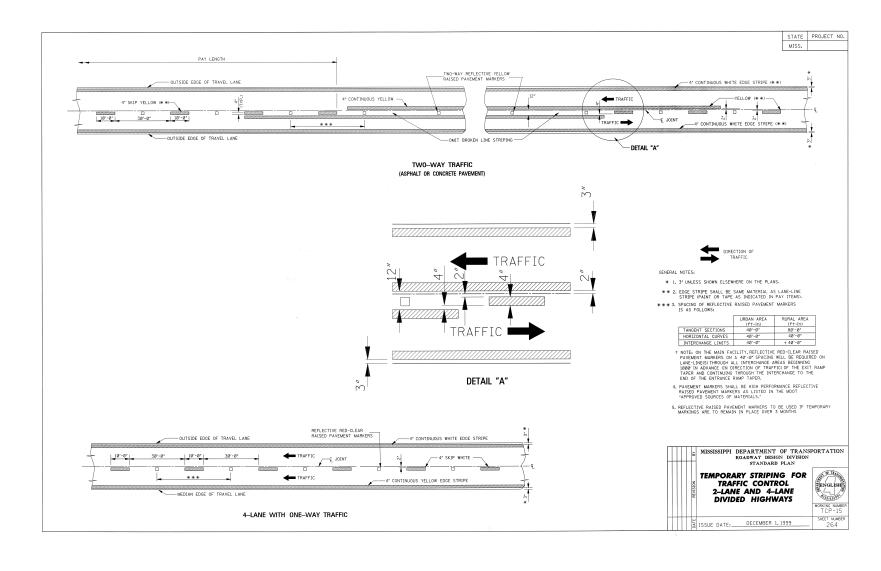
AND WORKING NUMBE TCP-11 TWO-LANE ROADS CUEET MINNE ISSUE DATE: OCTOBER 1, 1998

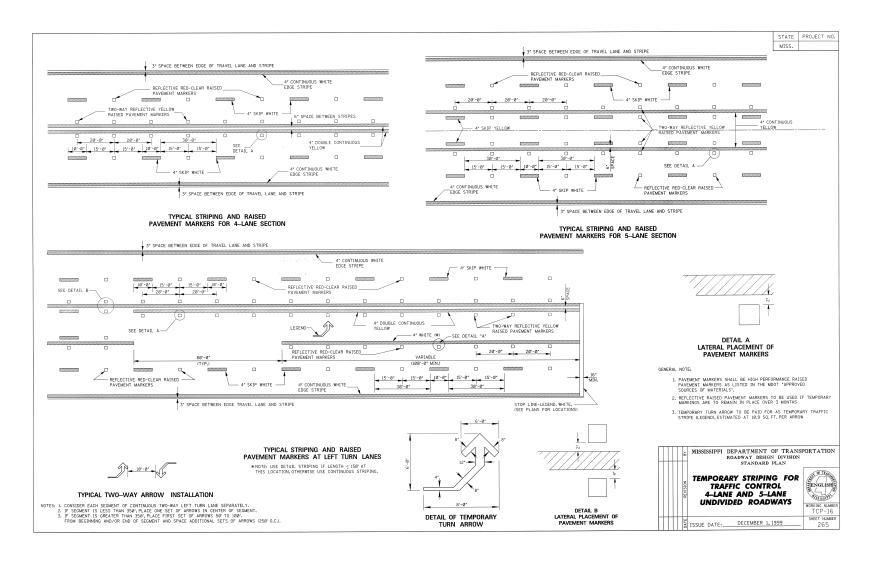
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- 1





CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 12

**DATE:** 05/03/2004

**SUBJECT:** Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration 400 7<sup>th</sup> Street, SW Washington, DC 20590 (202) 366-2212

or

http://ops.fhwa.dot.gov/freight/regulate/sw/

SECTION 904 - NOTICE TO BIDDERS NO. 152 CODE: (IS)

**DATE:** 07/15/2004

**SUBJECT:** Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways and guard rail anchors. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

SECTION 904 - NOTICE TO BIDDERS NO. 204 CODE: (IS)

**DATE:** 09/01/2004

# SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page S	Subsection	<u>Change</u>
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.

464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".
618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".
671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".

879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

CODE: (SP)

SECTION 904 – NOTICE TO BIDDERS NO. 303

**DATE:** 12/10/2004

**SUBJECT:** Petroleum Products Base Prices For Contracts Let in January, 2005

**REFERENCE:** Subsection 109.07

The following base prices are to be used for adjustment in compensation due to changes in costs of petroleum products:

<b>FUEL</b>	S
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	Per Gallon	Per Liter
Gasoline	\$1.4825	\$0.3916
Diesel	\$1.6150	\$0.4266

# **MATERIALS OF CONSTRUCTION**

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-10	\$0.8249	\$195.71	\$0.2179	\$215.73
Viscosity Grade AC-20	\$0.8159	\$193.57	\$0.2155	\$213.37
Viscosity Grade AC-30	\$0.8159	\$193.57	\$0.2155	\$213.37
Grade PG 64-22	\$0.8184	\$194.17	\$0.2162	\$214.03
Grade PG 67-22	\$0.8079	\$191.67	\$0.2134	\$211.28
Grade PG 76-22	\$1.2085	\$286.71	\$0.3192	\$316.04
Grade PG 82-22	\$1.3935	\$330.60	\$0.3681	\$364.42
EMULSIFIED ASPHALTS				
Grade EA-4 (SS-1)	\$0.7570		\$0.2000	
Grade RS-2C (CRS-2)	\$0.7858		\$0.2076	
Grade CRS-2P	\$0.9093		\$0.2402	
<u>PRIMES</u>				
Grade EA-1 & MC-70	\$1.0203		\$0.2695	

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 343

**DATE:** 12/02/2004

SUBJECT: CONTRACT TIME

PROJECT: MP-7028-64(015)/302811 - Simpson County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable time units are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued by not later than **February 9, 2005** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be **March 10, 2005**.

Should the Contractor request a Notice to Proceed earlier than <u>March 10, 2005</u>, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

Allowable Time Units will be 40.

The contract time has been based on Column <u>"D"</u> of the Table of Time Units, in Subsection 108.06.

CODE: (SP)

## **SECTION 904-NOTICE TO BIDDERS NO. 344**

**DATE:** 12/03/2004

**SUBJECT: Scope of Work** 

PROJECT: MP-7028-64(015)/302811 - Simpson County

The contract documents do not include an official set of construction plans, but may, by reference, include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings". All other references to plans in the contract documents and Standard Specifications for Road and Bridge Construction are to be disregarded.

The work to be accomplished using the pay items and corresponding specifications set forth in the contract is to widen and overlay a section of SR 28, beginning just east of the intersection of SR 13 and SR 28 then proceed east for 8.4 miles to just west of US Highway 49 in Magee at the intersection of SR 28 and US 49.

The overlay of this section of highway shall consist of:

- 1: Cold milling to remove a minimum of 1 ½ inches and variable of the existing pavement 150 feet in length at the BOP and EOP.
- 2: Placing a one and one-half inch and variable overlay on the roadway, aprons, turnouts and shoulders. Shoulders are to be paved two foot on each side of the roadway. Asphalt for the shoulders is to be placed full depth, 4.5 inches, simultaneously with the placement of the mainline roadway. Prior to the placement of asphalt, the shoulders are to be bladed 3 inches below the existing grade for the purpose of providing a suitable paving area. Cost of blading shall be included in other items bid. Material excavated from the widening is to be used to raise the shoulder to match the new pavement elevation, but will not be measured for separate payment. Surplus material shall be spread along the shoulder. Existing pavement markers shall be removed prior to paving and will be considered an abosorbed item.
- 3: Aprons shall be paved ten feet wide; turnouts shall be paved to the normal right-of-way line or as directed by the Engineer.
- 4: Placing granular material on the shoulders to raise the existing shoulders to the new surface course grade, bladed, shaped and compacted to a minimum slope of three-eight inch per foot. Granular material will be placed directly on the shoulders and shall not be placed on the completed surface course.
- 5: Replacement of all pavement markings. Place rumble strip edge stripe on the entire length of the project.

Incidental work that is necessary to complete the work will not be paid for in direct. Compensation and will be considered included in the bid prices for the listed items.

WORKING NUMBER

FILENAME: \dgns\rumblestripes.dgn

| FILENAME: \dgns\rumblestripes.dgn | DATE 84/16/84

STATE PROJECT NO. MISS. GENERAL NOTES 1. GROUND-IN RUMBLE STRIPES SHALL BE APPLIED ON LEFT AND RIGHT SHOULDERS OF ALL PAVED SHOULDERS ON THIS PROJECT \* 1/2" TOLERANCE 1/2" - MIN. 5/6" - MAX. 2. GROUND-IN RUMBLE STRIPES SHALL BE OMITTED ACROSS PRINCIPAL INTERSECTING ROADWAYS OR OTHER INTERRUPTIONS IN NORMAL SHOULDER WIDTH AS DIRECTED BY THE ENGINEER SECTION "A-A" **DETAIL "A"** 3. COST TO BE PAID FOR USING APPROPRIATE PAY ITEMS 4. GROUND-IN RUMBLE STRIPES SHALL BE APPLIED TO MAINLINE ONLY. 5. DO NOT USE WHERE TRAVEL LANE IS LESS THAN 11'WIDE. 11' or 12' **PLAN** NOT TO SCALE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIAL DESIGN: RUMBLE STRIPES (GROUND-IN)

SECTION 904- NOTICE TO BIDDERS NO. 351 CODE: (SP)

**DATE:** 12/06/2004

SUBJECT: TRENCH WIDENING/PAVING THROUGH DRIVEWAY RAMPS

**PROJECT:** MP-7028-64(015) / 302811 - Simpson County

During the HMA overlay of this project, the Contractor is to maintain the required transverse normal crown or super-elevated cross slopes when paving through all areas, including driveway ramps.

If, during the trench widening process, a driveway ramp is encountered which has an elevation or intersecting slope that will conflict with the desired transverse cross slope of the mainline paving, the driveway will be removed and reconstructed as directed by the Engineers so as not to interfere with the mainline cross slope paving.

Payment for this driveway removal/reconstruction work shall be absorbed in other items bid on this project. Repaying of the driveway ramps to replace any driveway pavement removed will be paid for under the pay item for Hot Mix Asphalt.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-1

**DATE:** 05/03/2004

**SUBJECT:** Liability Insurance

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-107.14.2--Liability Insurance</u>. Delete in toto Subsection 107.14.2 beginning on page 60 and substitute:

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$300,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

<u>907-107.14.2.2--Railroad Protective.</u> The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) Railroad Protective Liability Insurance shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

#### Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

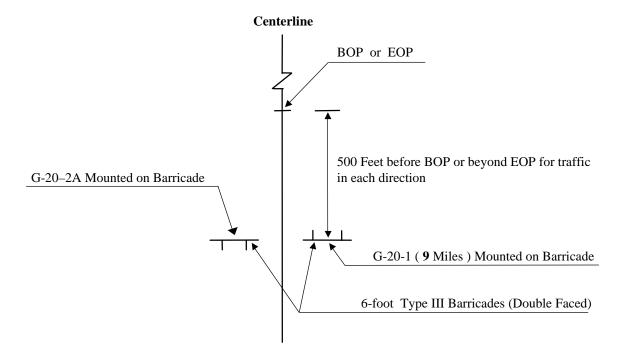
#### SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-1

**DATE:** 12/06/2004

**PROJECT:** MP-7028-64(015) / 302811 - Simpson County

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following:

Additional signs will be required as follows:



#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

\* **29** - W20-1 (AHEAD) signs required.

135 - R4 -1 "DO NOT PASS" signs required.

20 - R4 -2 "PASS WITH CARE" signs required.

23 - W14 - 3 "NO PASSING ZONE" signs required.

\* One (1) W20-1 (AHEAD) sign is required at each local road or street entering the project.

R4-1 "DO NOT PASS", R4-2 "PASS WITH CARE", and W14-3 "NO PASSING ZONE" signs are required in accordance with Subsection 618.03.3 and as specified in the Manual on Uniform Traffic Control Devices. If no passing zones are 1,000 feet or more, install additional "DO NOT PASS" signs on maximum spacing of 750 feet.

All Construction signing is included in the bid for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R4-1 and R4-2 signs which shall be black legend and border on white background.

CODE: (SP)

#### **SPECIAL PROVISION NO. 907-618-1**

**DATE:** 04/29/2004

**SUBJECT:** Additional Signing Requirements

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-618.01.2--Traffic Control Plan</u>. At the end of Subsection 618.01.2 on page 413, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain construction signs at various location throughout the project. Payment for these signs will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

#### SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 11/03/2004

**SUBJECT:** Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

**907-711.04--Synthetic Structural Fiber.** Synthetic structural fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3, Note 3. The fibers shall be monofilament made of polypropylene or polypropylene/polyethylene blend meeting the following conditions:

<u>Property</u>	Results
Length, minimum	1.5 inches
Aspect Ratio (length / equivalent diameter)	90
Breaking tenacity, minimum *	530 mN/tex
(Tensile Strength, minimum	70 ksi)
Chord modulus, minimum *	980 cN/tex
(Modulus of Elasticity, minimum	1,300 ksi)

<sup>\*</sup> When tested in accordance with ASTM Designation: D 3822

The dosage rate for the fibers shall be a minimum of three pounds per cubic yard (3 lb /  $yd^3$ ).

The manufacturer shall furnish the Engineer three copies of the certified test report(s) showing results of all required tests, and certification that the material meets the specifications.

#### SPECIAL PROVISION NO. 906-3

#### **Training Special Provisions**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a

Page 2 of 3

S.P. No. 906-3 -- Cont'd.

journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A

Page 3 of 3

S.P. No. 906-3 -- Cont'd.

Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

#### **SPECIAL PROVISION NO. 906-4**

## 2000 MISSISSIPPI DEPARTMENT OF TRANSPORTATION ON-THE-JOB TRAINING PROGRAM

#### ALTERNATE TRAINING SPECIAL PROVISION

#### **PURPOSE**

The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained.

#### **INTRODUCTION**

The Year 2000 OJT Program has been developed through the partnering efforts of the Road Builders of Mississippi, the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT).

The OJT Program has been designed for use by participating contractors and subcontractors in meeting their training needs. The objective of the OJT Program is to develop skilled workers in the skilled craft trade areas of highway construction who are sufficiently trained to be productive employees in the highway construction industry work force.

The success of the OJT Program will require that contractors and subcontractors follow uniform and basic procedures in training in keeping records of trainees' progress toward journey status, and in reporting trainees' successful completion or termination from the program.

#### **FUNDING**

MDOT will establish an annual OJT Fund in which, contractors and subcontractors may bill the Department directly for hours worked by trainees. The funding source of this money will be state and federal funds for MDOT's OJT Program, with a cap of \$50,000.00.

#### **PROCEDURE**

Trainee positions will be selected by prime and sub contractors and will not be project specific. Provided below are some of the factors that will be used to establish the number of trainee positions each contracting year, they are:

- number of contracts let during a contracting year
- dollar volume
- type of project
- location
- available trainees
- training program(s) submitted by contractor

Each contractor will submit a yearly certification with regard to their participation in the OJT Program. This certification will also identify the number of trainees each prime or sub contractor intends to train on either federal or state funded highway projects.

#### DISBURSEMENT OF FUNDS

Contractors will be paid \$3.00 rate for each hour of training performed by <u>all</u> trainees in an approved training program. Program reimbursements will be made directly to the prime or sub contractor. Request for payment will be submitted to the Contract Administration Office for approval.

Contractors must complete the form providing the following information to be reimbursed. Contractor's Name Mailing Address Trainee Name Social Security Number Type of Program \_\_\_\_ Total Number of Training Hours Required \_\_\_\_\_ Training Hours Completed for Reimbursement \_\_\_\_\_ Quarterly \_\_\_\_\_ Annual \_\_\_\_ Type of Statement: Monthly \_\_\_\_\_ Work Period or Project Number Total Hours Cumulative Number of Time Frame Worked By Hours in Hours to be Project Program paid on this Voucher I hereby certify that this information is true... (Must have customary certification of information). Signed by: \_\_\_\_\_\_ Date: \_\_\_\_\_

#### TRAINING PROGRAM APPROVAL

- A. To use the OJT Program on highway construction projects, the contractor will notify the Department Contract Administration Office using the Request for Onthe-Job Training Program Approval. The notification must include the following information:
  - Trainee Starting Date
  - Project number (s) trainee starting on
  - Training program (classification) to be used; and
  - Anticipated date of trainee employment
  - Number of classroom training hours by subject

- B. If a contractor chooses to use a training program different from those listed in the OJT Program, or desires to train in a different classification, the training program must be submitted in its entirety for approval by the Department and FHWA. The training proposal must include the following:
  - 1. The primary objective of the program: To provide training for minority, female and economically disadvantaged individuals for development to full journey status in the work classifications in which they are being trained.
  - 2. The minimum number of hours and type of training the trainee will receive as it relates to each specific task required to achieve journey status.
  - 3. Minimum wage.
  - 4. Trainee certification of completion.
  - 5. Records and reports submitted to the Contract Administration Office on a quarterly basis.

#### **DEPARTMENT RESPONSIBILITY**

- 1. Department project staff will monitor trainees on the project. They will monitor payrolls for payment of correct wage rates and fringe benefits. The Contract Administration Office will maintain a master list by contractor name, project number, trainee name and trainee social security number to aid project staff in monitoring trainees who work on multiple projects.
- 2. The Contract Administration Office may elect to interview trainees periodically during the training period to assess their performance and training program. To facilitate the interviews, the Contract Administration Office will contact contractors for the location of the trainees.

#### CONTRACTOR RESPONSIBILITY

- 1. Trainees must be identified on payrolls (i.e. dragline trainee).
- 2. The contractor will submit a quarterly report of training hours completed by trainees to the Contract Administration Office by the tenth working day of the first month of the new quarter using the Federal-Aid Highway Construction Contractors Monthly Training Report form (CAD-322). The trainee must also be provided a copy of the report.
- 3. When any trainee completes a program, or is terminated for a reason or reasons other than successful completion, the contractor must include the date of completion or an explanation for the termination and date of termination on the quarterly training report.
- 4. The contractor will assign each trainee to a particular person--either a supervisor or a journeyman/woman who is proficient in the craft the trainee is being trained in, to ensure that timely instructional experience is received by the trainee. This person, cooperating with the appropriate company personnel, will see that proper

- records and the total intended training hours are completed during the allocated number of hours set up in the classification criteria.
- 5. The contractor has the prerogative of terminating the training period of the trainee and advancing the trainee to journey status. Approval requests must be submitted to the Contract Administration Office with an explanation (*refer to 2 above*).
- 6. Upon notification from the contractor, the Department will issue a certificate of completion to the trainee.
- 7. Trainees may be transferred to state-aid highway construction projects in order to complete the training program. If transfers are made the Contract Administration Office must be notified on the Quarterly Reporting Form. All of the training hours completed by trainees will count toward overall program completion.
- 8. Program reimbursements will be made directly to the prime or sub contractor.

#### **CLASSROOM TRAINING**

- 1. Classroom training programs must be pre-approved by the Department, if the contractor wishes to count the hours toward the trainee's training program.
- 2. Contractors will be reimbursed for classroom training hours after the trainee has completed <u>20</u> hours of work on a highway construction project.
- 3. Reimbursement for classroom training will be limited to <u>40</u> hours per trainee per construction season.
- <u>NOTE:</u> All proposed classroom training must be submitted as part of the trainee's OJT training program.

#### WAGE RATE

- 1. The wage rate for all trainees is \$5.15, during their OJT training program. Trainees shall be paid full fringe benefit amounts, where applicable. At the completion of the training program, the trainee shall receive the wages of a skilled journey.
- 2. For the purpose of this training program, a quarter does <u>not</u> represent three months. The first two quarters of a 500-hour training program would end after 250 hours. On a 750-hour training program, the first two quarters would end after 375 hours, the third quarter after 560 or an additional 186 hours or work and the fourth after 750 hours.

#### **JOURNEY WORKER RATIO**

The ratio of trainee to journey will be less than 1:4 and not more than 1:10.

#### RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisites for Trainees

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn and ability to follow instructions.

#### B. Licenses

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B and C trucks. However, when an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

- 1. Holds a license corresponding to the vehicle being operated;
- 2. Has had at least one year of driving experience; and
- 3. Is occupying the seat next to the driver.

#### C. Recruitment

- 1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 2. The contractor must target minority, female or economically disadvantaged trainees.
- 3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources. Contractors must submit the trainee's name and completed application form to the Contact Administration Office for review and approval. Approval must be obtained before the trainee can begin work under the training program.
- 4. Present employees will be screened for upgrading.

#### D. Selection

- 1. The selection and employment of a person by participating contractor shall qualify the person for the OJT Program.
- 2. Selection will be made without regard to race, color, religion, sex, age or national origin and shall be completely nondiscriminatory.
- 3. Employment of trainees will be in accordance with the work force requirements of the contractor. Each contractor will hire and train the trainees for uses in their own organization.
- 4. Written certification of individuals under the category of economically disadvantaged can be provided to the contractor at the time of the interview. This certification must then be provided to the Contract Administration Office with the other required information as part of the approval process for trainees.

• <u>NOTE:</u> The OJT Program is to provide training for minority, female and economically disadvantaged individuals in order that they may develop marketable skills and gain journey status in the skilled craft classifications in which they are being trained. However, this program does not exclude trainees that are not members of the above groups.

#### SECTION 905 - PROPOSAL

	Date
Mississippi Transportation Commission	
Jackson, Mississippi	
Sirs: The following proposal is made on behalf of	
of	

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

- 1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
- 2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
- 3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
- 4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

#### SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for <u>five percent (5%) of total bid</u> and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receip addendum (addenda):	ot of and has added to	and made a part of the proposal and contract documents the followers	wing
ADDENDUM NO	<del>DATED</del>	——————————————————————————————————————	
ADDENDUM NO	<del>-DATED</del>	<del>ADDENDUM NO.</del> <del>DATED</del>	
		TOTAL ADDENDA: (Must agree with total addenda issued prior to opening of bids)  Respectfully Submitted,  DATE	
		Contractor	
		BYSignature	
		TITLE	
		ADDRESS	
(To be filled in if a corporation of Corporation is continuous and business addresses)	hartered under the Law	of the State of and the na follows:	mes,
Presiden	t	Address	
Secretary	/	Address	
Treasure	r	Address	

The following is my (our) itemized proposal.

SECTION 905

PROPOSAL (Sheet No. 2- 1)

WIDENING & OVERLAYING APPROXIMATELY 8.4 MILES OF MS. HWY. 28 FROM EAST OF THE INTERSECTION OF MS. HWY. 13 TO MAGEE, KNOWN AS MAINTENANCE PROJECT NO. MP-7028-64(015) / 302811, IN THE COUNTY OF SIMPSON, STATE OF MISSISSIPPI.

I (We) agree to complete the entire project within the specified contract time.

#### \*\*\* SPECIAL NOTICE TO BIDDERS \*\*\*

# BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED BID SCHEDULE

REF.	PAY	ADJ.	APPROX.			UNIT PR	ICE	ITEM TO	TAL
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
					DIRECT PAY ITEMS				
(10)	304-A	(GY)	1,962	cubic yard	Granular Material, LVM, Class 6, Group D				
(20)	403-A	(B) (A1)	16,720	ton	Hot Mix Asphalt, MT, 9.5-mm mixture				
(30)	403-B	(B) (A1)	350	ton	Hot Mix Asphalt, MT, 9.5-mm mixture, Leveling				
(40)	406-B			square yard	Cold Milling of Concrete Pavement, All Depths				
					(11/30/2004)				

SECTION 905

PROPOSAL (Sheet No. 2- 2)

MP-7028-64(015) / 302811

Simpson County

REF. PAY		PAY ADJ. APPROX.			UNIT PRICE		ITEM TOTAL		
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
(50)	423-A		17	mile	Rumble Strips, Ground In				
(60)	618-B			square	Additional Construction Signs	10	0000	10	00
				foot					
(70)	619-A1		17	mile	Temporary Traffic Stripe, Continuous				
					White				
(80)	619-A2		11	mile	Temporary Traffic Stripe, Continuous				
					Yellow				
(90)	619-A4		5	mile	Temporary Traffic Stripe, Skip Yellow				
(100)	619-A5		6,141	linear	Temporary Traffic Stripe, Detail				
				foot					
(110)	619-A6		1 . 804	linear	Temporary Traffic Stripe, Legend				
(110)	013 110			foot	Tomporur, Trurre porre, rogona				

SECTION 905
PROPOSAL (Sheet No. 2- 3)

MP-7028-64(015) / 302811

Simpson County

REF.	PAY	ADJ. APPROX.		UNIT PRICE		ITEM TOTAL			
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CEN:
(120)	619-A6		66	square foot	Temporary Traffic Stripe, Legend				
(130)	626-C		17	7 mile	6" Thermoplastic Edge Stripe, Continuous White				
(140)	626-D		5	5 mile	6" Thermoplastic Traffic Stripe, Skip Yellow				
(150)	626-E		11	Lmile	6" Thermoplastic Traffic Stripe, Continuous Yellow				
(160)	626-G		4,473	3 linear foot	Thermoplastic Detail Stripe, White				
(170)	626-G		1,668	3 linear foot	Thermoplastic Detail Stripe, Yellow				
(180)	626-Н		1,804	linear foot	Thermoplastic Legend, White				

SECTION 905

PROPOSAL (Sheet No. 2- 4)

MP-7028-64(015) / 302811

Simpson County

REF.	PAY	ADJ.	APPROX.			UNIT PR	ICE	ITEM TO	ΓAL
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
									•
(190)	626-н		66	square	Thermoplastic Legend, White				
(130)	020 11			foot	incimopiabele legena, mile				
(200)	627-L		959	each	Two-Way Yellow Reflective High				
					Performance Raised Markers				

SECTION 905

PROPOSAL (Sheet No. 2- 5)

MP-7028-64(015) / 302811

Simpson County

REF.	PAY	ADJ.	APPROX.			UNIT PRI	CE.	ITEM TOT	AL
NO.	ITEM NO.	CODE	QUANTITY	UNIT	DESCRIPTION	DOLLAR	CENT	DOLLAR	CENT
					DEPENDENT PAY ITEMS				
(210)	618-A			lump sum	Maintenance of Traffic	xxxxxxxxx	xxxx		
, ,				-		xxxxxxxxx	xxxx		
						xxxxxxxxx	xxxx		
						xxxxxxxxx	xxxx		

SUBTOTAL - DEPENDENT ITEMS.....\$

SECTION 905	MP-7028-64(015) / 302811
PROPOSAL (Sheet No. 2- 6)	
	Simpson County
	TOTAL BID - DIRECT AND DEPENDENT ITEMS\$
***	SIGNATURE STATEMENT ***
BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS	IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN
THEREIN CONSTITUTE THEIR OFFICIAL BID.	
	BIDDER'S SIGNATURE

#### **CONDITIONS FOR COMBINATION BID**

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

\*

#### **COMBINATION BID PROPOSAL**

I. This proposal is tendered as one part of a Combination Bid Proposal utilizing option \_\_\_\* of Subsection 102.11 on the following contracts:

\* Option to be shown as either (a), (b), or (c).

	Project No.	<u>County</u>	Project No.	<u>County</u>
1			6	
2			7	
3			8	
4			9	
5			10	

- A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.
- B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1.			2303731		
2.					
3.					
4.					
5.					
6.					
7.					
8.					

II.

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9.					
10.					
	1	l			
C. If option (c) has been select	ed, then initial a	nd compl	ete one of the followi	ng, go to II. and sign Co	ombination Bid Proposal.
I (We) desire to be a	awarded work no	t to excee	ed a total monetary va	lue of \$	·
I (We) desire to be awarded work not to exceed number of contracts.					
It is understood that the Missis right to award contracts upon the	ssippi Transporta ne basis of lowes	ntion Con t separate	nmission not only rese bids or combination	erves the right to reject bids most advantageous	t any and all proposals, but also the s to the State.
It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.					
I (We), the undersigned, agree to complete each contract on or before its specified completion date.					
			SIGNED		
			-		

## TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

#### **CERTIFICATE**

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.)

(Individual or Firm) (Address)

(Individual or Firm) (Address)

(Individual or Firm) (Address)

(Individual or Firm) (Address)

NOTE: Failure to complete the above <u>DOES NOT</u> preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

Contractor

Ву			

## <u>CERTIFICATION</u> (Execute in duplicate)

ate of Mississippi
ounty of
(Name of person signing certification)
dividually, and in my capacity as of
(Title)
do hereby certify under
(Name of Firm, Partnership, or Corporation)
enalty of perjury under the laws of the United States and the State of Mississippi that
, Bidder
(Name of Firm, Partnership, or Corporation)
n Project No. MP-7028-64(015)/302811
Simpson County(ies), Mississippi, has not either rectly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any stion in restraint of free competitive bidding in connection with this contract; nor have any of its corporate ficers or principal owners.
scept as noted hereafter, it is further certified that said legal entity and its corporate officers, principal wners, managers, auditors and others in a position of administering federal funds are not currently under spension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment ending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past ree years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a deral agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent risdiction in any matter involving fraud or official misconduct within the past three years.
itial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to hom it applies, initiating agency and dates of such action.
ote: Exceptions will not necessarily result in denial of award but will be considered in determining dder responsibility. Providing false information may result in criminal prosecution or administrative nctions.
ll of the foregoing and attachments (when indicated) is true and correct.
xecuted on
Signature
1/23/92S)

## <u>CERTIFICATION</u> (Execute in duplicate)

State of Mississippi	
County of	_
Ι,	,
(Name of person sig	ning certification)
individually, and in my capacity as	of
3 1 3 <u>-</u>	(Title)
	do hereby certify under
(Name of Firm,	Partnership, or Corporation)
penalty of perjury under the laws of the Uni	ted States and the State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Corp	poration)
on Project No. MP-7028-64(015)/302811	
in <u>Simpson</u>	County(ies), Mississippi, has not either
directly or indirectly entered into any agreement, pa action in restraint of free competitive bidding in conne officers or principal owners.	
Except as noted hereafter, it is further certified that sa owners, managers, auditors and others in a position of suspension, debarment, voluntary exclusion or deterpending; nor been suspended, debarred, voluntarily of three years by the Mississippi Transportation Commisfederal agency; nor been indicted, convicted or had a jurisdiction in any matter involving fraud or official material agency.	administering federal funds are not currently under rmination of ineligibility; nor have a debarment excluded or determined ineligible within the past ssion, the State of Mississippi, any other State or a a civil judgment rendered by a court of competent
Initial here "" if exceptions are attached and m whom it applies, initiating agency and dates of such ac	
Note: Exceptions will not necessarily result in denia bidder responsibility. Providing false information masanctions.	
All of the foregoing and attachments (when indicated)	is true and correct.
Executed on	
	Signature
(11/23/92S)	

#### SECTION 902

CONTRACT FOR MP-7028-64(015	)/302811
LOCATED IN THE COUNTY(IES) OF _	Simpson
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

		W	itness	our signatures	this the	day of	,		
		racto	` '			MISSISSIPPI TRANS	SPORTATION	I COMMISS	SION
TitleSigned and sealed in the presence of: (names and addresses of witnesses)				Exec	cutive Director				
		•			-	Secretary Commission in, Page No.			_ day o

## S E C T I O N 9 0 3

CONTRACT BOND FOR: MP-7028-64	(015)/302811
LOCATED IN THE COUNTY(IES) OF:	Simpson
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these presents: that we,	
Princip	oal, a
residing at	in the State of
and	
residing at	in the State of,
	ississippi, under the laws thereof, as surety, are held and firmly bound
(\$	) Dollars, lawful money of the United States of America, to be paid
	be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by these presents	
The conditions of this bond are such, that wh	ereas the said
principal, has (have) entered into a contract	with the Mississippi Transportation Commission, bearing the date of
day of A	A.D hereto annexed, for the construction of certain projects(s)
in the State of Mississippi as mentioned in	said contract in accordance with the Contract Documents therefor, on
file in the offices of the Mississippi Departme	ent of Transportation, Jackson, Mississippi.
Now therefore, if the above bounden	
contained on his (their) part to be observed manner and form and furnish all of the mate the terms of said contract which said plans, said contract and shall maintain the said wor Subsection 109.11 of the approved specification from any loss or damage arising out of or occor any other loss or damage whatsoever, on the performance of said work or in any mar action instituted by the State at the instance of authorized in such cases, for double any and	in all things shall stand to and abide by and well and truly observe, rms, covenants, conditions, guarantees and agreements in said contract, d, done, kept and performed and each of them, at the time and in the erial and equipment specified in said contract in strict accordance with specifications and special provisions are included in and form a part of k contemplated until its final completion and acceptance as specified in ations, and save harmless said Mississippi Transportation Commission casioned by the negligence, wrongful or criminal act, overcharge, fraud, he part of said principal (s), his (their) agents, servants, or employees in one connected therewith, and shall be liable and responsible in a civil of the Mississippi Transportation Commission or any officer of the State mount in money or property, the State may lose or be overcharged or gful or criminal act, if any, of the Contractor(s), his (their) agents or

#### **SECTION 903 - CONTINUED**

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

	Witness our signatures and seals this the	day of	A.D
	(Contractors) Principal		Surety
Ву		By	(Signature) Attorney in Fact
			(Signature) Attorney in Pact
Title			
	(Contractor's Seal)	(Name and .	Address of Local (Mississippi) Representative (Surety Seal)

MP-7028-64(015) / 302811 YEAR 2005 PROGRESS SCHEDULE FOR USE WITH COLUMN "D" IN THE TABLE OF TIME UNITS PROJECT NUMBER COUNTY YEAR 2006 FORM CSD-610 Rev. 05 / 2004 Simpson County WORK PHASE PHASE VALUE AUGUST SEPTEMBER OCTOBER NOV REFERENCE NUMBERS JAN FEB MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOV DEC JAN FEB MARCH APRIL JUNE JULY DEC NO. AVTU NO. DESCRIPTION 1 Miscellaneous 40,60-120,210 Asphalt & \_34 2 Granular Material 10-30 Permanent 34 \_\_\_\_40 Markings 50,130-200 LET: January 25, 2005 NOA: February 9, 2005 NTP & BCT: March 10,2005 TU: 40 RC

 JUNE
 JULY
 AUGUST
 SEPTEMBER
 OCTOBER
 NOV
 DEC
 JAN
 FEB
 MARCH
 APRIL

 19
 18
 18
 17
 15
 12
 6
 7
 9
 13
 17

MAY

19

JAN FEB MARCH APRIL

7 9 13

TIME UNITS PER MONTH

CUMULATIVE TIME UNITS

170

TIME UNITS

PER YEAR

 JUNE
 JULY
 AUGUST
 SEPTEMBER OCTOBER
 NOV DEC

 19
 18
 18
 17
 15
 12
 6

MAY

19

### HAUL PERMIT FOR BRIDGES

#### WITH

### POSTED WEIGHT LIMITS

	DATE:
PROJECT: 1	MP-7028-64(015)/302811
COUNTIES: S	Simpson
]	SR 28 EAST OF THE INTERSECTION OF SR 13 AND SR 28 THEN PROCEED EAST FOR 8.4 MILES TO THE BEGINNING OF THE BRIDGE PROJECT IN MAGEE AT THE INTERSECTION OF SR 28 & US 49.
exceeding the	posted limit for any such bridge located on State designated routes within the provided that such transport vehicles comply with all other governing statutory
for materials a contractors and and no other ha	valid on all State designated routes from the point of origin to the point of delivery and equipment utilized in construction of said project and also valid for subvendors upon written permission of the Contractor. The permit is non-transferable and permit for posted bridges will be issued to other individuals, vendors, or comtruction of this project.
	signed permit shall be carried in all vehicles operating under the authority of this o a copy of the Contractor's written permission when the vehicle is other than ed.
	with State law, the above named Contractor will be liable for damages directly rehicles operating under this permit.
	EXECUTIVE DIRECTOR